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FILED
At 2:12 O'clock PM

JUL 07 2020

LYNN STILLWELL
By _____ D.C.

IN THE CIRCUIT COURT OF PHILLIPS COUNTY, ARKANSAS

MORGAN JOHNSON and
BIANCA JOHNSON

PLAINTIFFS

VS.

NO. 54CV-20-144

GARRISON PROPERTY AND CASUALTY
INSURANCE COMPANY

DEFENDANT

COMPLAINT

Come now the Plaintiffs, Morgan Johnson and Bianca Johnson, (referred hereafter as either collectively "Johnson " or "Plaintiffs") by and through their attorneys, the Etoch Law Firm, and for their Complaint against the Defendant, Garrison Property and Casualty Insurance Company (hereinafter referred to as either "Garrison" or "Defendant"), alleges and states as follows:

1. Plaintiffs are now and have always been residents and citizens of Phillips County, Arkansas.
2. The Defendant, Garrison, is an entity in the business of selling insurance with its principle place of business in San Antonio, Texas, which did do business in the State of Arkansas at the time of the wrongs complained of herein and continues to do business in Arkansas.
3. The wrongs complained of herein arose out of the Defendant's conduct in doing business in Phillips County, State of Arkansas. Plaintiff insured a residence with Garrison which covered a fire loss, with said residence located at 411 Bernard Avenue, Elaine, Phillips County, Arkansas. Plaintiff suffered a fire at said residence causing a total loss. The legal description of said residence is Lot Number Eleven and Twelve, Block Number Forty Seven, Industrial

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Addition to the City of Elaine, Phillips County, Arkansas, as per plat and dedication thereof recorded in Deed Record Book 201, Page 221, in the official records of Phillips County, Arkansas, and per deed recorded in Book 857, Page 409, in the Official Records of Phillips County, Arkansas.

4. Garrison, for the consideration of a premium which was paid, issued and delivered to Plaintiffs a policy of fire loss and casualty insurance to cover Plaintiffs' property listed above. Plaintiffs at this time cannot locate a copy of the actual policy. However, Plaintiffs have attached a copy of the Declarations Page which is attached hereto, incorporated herein by reference and marked Exhibit "A". Plaintiffs affirmatively state the policy or copy thereof are in the possession of their insurer, Defendant herein, Garrison. Plaintiffs expect to acquire a copy of the policy in discovery and can provide said copy to Garrison at that time. The total amount of insurance upon the property for loss and damage suffered due to a fire was \$152,000 on the dwelling, \$114,000 on the contents, and additional living expenses for up to a year, less any applicable deductible. Defendant recently began paying Plaintiffs the ALE.

5. Plaintiffs have paid all premiums as they became due. The residence insured by Plaintiffs with Garrison was totally destroyed by fire on January 13 and 14, 2020. Said policy was in full force and effect at the time of the fire loss.

6. Plaintiffs promptly notified Garrison of this loss within the time and manner required by the terms of said policy and demanded payment of the above amount pursuant to the terms of the policy.

7. The policy required that the claim be processed, and payment made to Plaintiffs promptly within a reasonable period of time. Garrison also has a fiduciary obligation to Plaintiffs to process the claim without delay and promptly.

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8. Plaintiffs provided Garrison all the information Garrison requested promptly after the fire. Plaintiffs have answered every question asked by Garrison and has fully cooperated with Garrison and its agents.

9. Plaintiffs have complied with all conditions of the policy.

10. Plaintiffs state the residence listed herein that they insured with Garrison was totally destroyed by the fire. Due to the total loss of the structure Plaintiffs are entitled to recover the full \$152,000.00 fire loss limit from Garrison pursuant to Arkansas Code Annotated §23-88-101 titled Valued policy law, which states in pertinent part:

(a) [I]n case of a total loss by fire or natural disaster of the property insured, a property insurance policy other than for flood and earthquake insurance shall be held and considered to be a liquidated demand against the company taking the risk for the full amount stated in the policy or the full amount upon which the company charges, collects, or receives a premium.

11. Although due demand has been made by Plaintiffs for the proceeds of the policy from Garrison, Garrison has failed, neglected and refused to pay the funds within a reasonable amount of time, pursuant to the terms of the policy, or within the time specified in the policy.

12. The Plaintiffs are entitled to pre-trial interest of at least 6 percent beginning 60 days after the fire, twelve percent damages/penalties, together with a reasonable attorney's fee and their costs as provided in Ark. Code Ann. §3-79-208.

13. Plaintiffs request a trial by jury on all issues.

WHEREFORE, PREMISES CONSIDERED, the Plaintiffs, Morgan Johnson and Bianca Johnson pray for Judgment against the Garrison for \$152,000.00 for the dwelling, \$114,000 for the contents, and that Garrison continuing paying the balance owed under the ALE; less any properly credited amounts Garrison has advanced to Plaintiffs or any applicable deductible; together with pre-trial interest, twelve percent damages, all of their costs and a reasonable

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attorney's fee; and for such other and further relief which may be proper.

Respectfully submitted,

ETOCH LAW FIRM

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GARRISON PROPERTY AND CASUALTY INSURANCE COMPANY

9800 Fredericksburg Road - San Antonio, Texas 78288

RENEWAL DECLARATIONS PAGE

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MAIL-GENR-I

Exhibit "A"

Named Insured and Residence Premises

Policy Number

MORGAN B JOHNSON AND BIANCA JOHNSON

GAR 03690 32 84 91A

411 BERNARD AVE

ELAINE, PHILLIPS, AR 72333-0001

Policy Period From: 12/25/19 To: 12/25/20
(12:01 A.M. standard time at location of the residence premises)**SECTION I - COVERAGES AND AMOUNTS OF INSURANCE**

COVERAGE A - DWELLING PROTECTION	\$152,000
COVERAGE B - OTHER STRUCTURES PROTECTION	\$15,200
COVERAGE C - PERSONAL PROPERTY PROTECTION	\$114,000
COVERAGE D - LOSS OF USE PROTECTION (UP TO 12 MONTHS)	UNLIMITED

SECTION II - COVERAGES AND LIMITS OF LIABILITY

Personal Liability - Each Occurrence	\$300,000
Medical Payments to Others	\$5,000

DEDUCTIBLES (Applies to SECTION I Coverages ONLY)

We cover only that part of the loss over the deductible stated.

WIND AND HAIL	\$5,000
ALL OTHER PERILS	\$5,000

POLICY PREMIUM for Section I and Section II Coverages Above

\$3,622.97

CREDITS AND DISCOUNTS (Included in policy premium above.) \$1,185.66 CR
Details on the following page. (If applicable)**OTHER COVERAGES AND ENDORSEMENTS**

\$101.85

Forms and Endorsements are printed on the following page.

STATE SURCHARGES AND TAXES (Shown below if applicable)**TOTAL POLICY PREMIUM**

Including Credits, Discounts, Optional Coverages, Endorsements, State Surcharges and Taxes

\$3,724.82

PREMIUM DUE AT INCEPTION. THIS IS NOT A BILL. STATEMENT TO FOLLOW.

In witness whereof, this policy is signed on 10/25/19

Doreen Donnelly *S. Wayne Peacock*
Doreen Donnelly, Secretary S. Wayne Peacock, President

REFER TO YOUR POLICY FOR OTHER COVERAGES, LIMITS AND EXCLUSIONS.

HO-D1 (07-08)

ATTACH THIS DECLARATION TO PREVIOUS POLICY

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GARRISON PROPERTY AND CASUALTY INSURANCE COMPANY

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RENEWAL DECLARATIONS PAGE

	Policy Number	Policy Term:	12/25/19	12/25/20
GAR	03690 32 84 91A	Inception		Expiration

POLICY AND ENDORSEMENTS THAT ARE PART OF YOUR CONTRACT WITH US:

REMAIN IN EFFECT (Refer to prior Policy Packet(s) for documents not attached.):

QR9GAR	(07-08) QUICK REFERENCE-PREFERRED PROTECTION
HO-9R (02)	(07-08) PREFERRED PROTECTION PLAN
HO-ACP	(07-12) AMENDMENT TO CONTRACT PROVISIONS
HO-AR	(05-18) ARKANSAS SPECIAL PROVISIONS
HO-SLS9AR	(08-09) SPECIAL LOSS SETTLEMENT
HO-208	(07-12) WATER BACKUP OR SUMP PUMP OVERFLOW

ADDED:

HO-HS	(04-18) SHARING ECONOMY ENDORSEMENT
HO-370	(07-08) EARTHQUAKE

\$101.85

YOUR PREMIUM HAS BEEN REDUCED BY THE FOLLOWING CREDITS AND DISCOUNTS:

AUTO AND HOME COMBINATION DISCOUNT	\$776.52 CR
INSURANCE-TO-VALUE DISCOUNT	\$185.52 CR
HOME AGE DISCOUNT	\$61.31 CR
ROOF AGE DISCOUNT	\$162.31 CR

\$479.17 INCLUDED IN PREMIUM AS A RESULT OF YOUR PROPERTY CLAIMS.